

**Central Point
City Hall
541-664-3321**

City Council

Mayor
Hank Williams

Ward I
Bruce Dingler

Ward II
Kelly Geiger

Ward III
Ellie George

Ward IV
Allen Broderick

At Large
Carol Fischer
Kay Harrison

Administration
Phil Messina, City
Manager
Chris Clayton, Assistant
City Manager
Deanna Casey, City
Recorder

**Community
Development
Department**
Tom Humphrey, Director

Finance Department
Bev Adams, Director

Human Resources
Barb Robson, Director

**Parks and Public Works
Department**
Matt Samitore, Director
Jennifer Boardman,
Manager

Police Department
Kris Allison, Chief

**CITY OF CENTRAL POINT
City Council Meeting Agenda
September 27, 2012**

Next Res. No. 1344
Next Ord. No. 1966

I. REGULAR MEETING CALLED TO ORDER – 7:00 P.M.

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

IV. SPECIAL RECOGNITION

V. PUBLIC APPEARANCES

VI. CONSENT AGENDA

A. Approval of September 13, 2012, City Council Minutes

VII. ITEMS REMOVED FROM CONSENT AGENDA

VIII. PUBLIC HEARINGS, RESOLUTIONS, AND ORDINANCES

IX. BUSINESS ITEMS

A. Stormwater Fee Credit Code Revisions (Samitore)

B. Multi-Party Cooperative Agreement for Bear Creek Greenway
Volunteer Program (Samitore)

X. MAYOR'S REPORT

XI. CITY MANAGERS REPORT

XII. COUNCIL REPORTS

XIII. DEPARTMENT REPORTS

XIV. EXECUTIVE SESSION

The City Council may adjourn to executive session under the provisions of ORS 192.660. Under the provisions of the Oregon Public Meetings Law, the proceedings of an executive session are not for publication or broadcast.

XV. ADJOURNMENT

CONSENT AGENDA

**CITY OF CENTRAL POINT
City Council Meeting Minutes
September 13, 2012**

I. REGULAR MEETING CALLED TO ORDER

Mayor Williams called the meeting to order at 7:00 p.m.

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL: Mayor: Hank Williams
Council Members: Allen Broderick, Bruce Dingler, Carol Fischer, Kay Harrison, and Ellie George were present.
Kelly Geiger arrived at 7:20.

City Manager Phil Messina; City Attorney Paul Nolte; Police Chief Kris Allison; Community Development Director Tom Humphrey; Parks and Public Works Director Matt Samitore; Assistant City Manager Chris Clayton; Human Resource Director Barb Robson; and City Recorder Deanna Casey were also present.

IV. SPECIAL RECOGNITION

Police Chief Kris Allison presented a 2000 hour volunteer service award to Ray Allen for the service he provides as a Volunteer in Police Service. She recognized all the different types of work that he has done over the seven years of his service.

V. PUBLIC APPEARANCES

John Michaels, W. 2nd Street, Medford

Mr. Michaels stated that he has spent a lot of time recently in the Central Point Cemetery. He encourages the city to take over the cemetery and restore it. He would like to volunteer to help coordinate an effort to repair the area. The Council thanked Mr. Michaels for his concern and recommendation. The city has been trying to work with the owner of the Cemetery to work out the best situation available.

Doreen Bradshaw, THRIVE Representative

Mrs. Bradshaw stated that she volunteers for THRIVE and was asked to update the local governments on the advantages of shopping local and supporting our communities.

VI. CONSENT AGENDA

A. Approval of August 9, 2012, City Council Minutes

Kay Harrison made a motion to approve the Consent Agenda as presented. Allen Broderick seconded. Roll call: Allen Broderick, yes; Bruce Dingler, yes; Carol Fischer, yes; Kay Harrison, yes; Hank Williams, yes; and Ellie George, yes. Motion approved.

VI. ITEMS REMOVED FROM CONSENT AGENDA - None

VII. BUSINESS

A. Public Discussion – Central Point East Subdivision Curb Ramp Issue

Parks and Public Works Director Matt Samitore explained that several property owners in the Central Point East Subdivision area have started using temporary driveway ramps to make the rolled curbs in the area seem less abrasive when entering their driveways. He explained that these are made to be temporary items but are very heavy and the property owners prefer to leave them in place. Currently Central Point Code does not allow this type of item to be left in the right-of-way on a permanent basis. He explained the possible issues with heavy rain storms and that the street sweepers cannot clean the areas around the ramps. In order to allow the owners to keep the structures on a permanent basis staff would recommend a one year trial period. The ramps would be permitted so staff can monitor the drainage areas and be able to contact the owners in the event of heavy storms where flooding could be an issue.

There was discussion regarding Miller Estates, they have the same type of rolled curbs. Mr. Samitore stated that the CPMC changes would not affect private streets.

Mayor Williams opened the discussion to the public.

Linda Borum, 795 Ridgeway Ave. Ms. Borum stated that she is against the ramps. The property owners purchased the property knowing the rolled curbs were in place. They are ugly and should not be allowed.

David Borum, 795 Ridgeway Ave. Mr. Borum stated these are permanent structures because they are so heavy. They don't get cleaned of debris and will get clogged causing flooding issues. If the city allows these to be in the public right-of-way they will be held responsible for flooding issues. The CC&Rs state that if they make any changes in the front landscape they must have permission from the CC&R Commission. Even if the City approves the use of these devices they need to get permission from that commission.

Larry Shore, 326 Meadowbrook. Mr. Shore stated that he does not see an issue with these items. There should be fines in place if they do not maintain the drainage channel just like weed abatement items. He does not have one but has used them. He does see a potential for flood issue in a large storm, property owners should be able to invest in them.

Dick Herzog, 783 Meadowbrook. Mr. Herzog stated that the rolled curbs are very dangerous for motorcycle riders. The ramps make it safer to enter your driveway at a safe speed without the danger of being bounced off the bike or by going at an angle and taking the chance of tipping the bike sideways. They are used in 47 states.

Larry Lucy, 697 Mountain Ave. Mr. Lucy stated that he has a show car that has damage to the front under carriage because of the rolled curb. He stated that he uses a leaf blower to clean the drain hole and has had no issues with flooding. He has had neighbors talk to him in regards to the ramps who have back issues and the pain the rolled curbs cause them when pulling into their driveways.

Janet Harvey, 134 Meadowbrook. Mrs. Harvey stated that they were the first to find and purchase the ramps for their home. They have lived in Central Point East for twelve years and hated the rolled curbs the entire time. The ramps have been in place since December and they have had no issues with flooding or clogged drainage. These ramps are designed in Washington and have been made specifically for these types of curbs and allow for weather and street cleaning.

Allan Runia, 111 Meadowbrook. Mr. Runia, stated that he is interested in the ramps for his home because of issues getting into his driveway at a safe speed. He lives on a corner and has problems with cars if he is at a stop to get into his driveway he nearly gets hit. If you try to enter these driveways too fast you could lose control of your vehicle. The location that his driveway is in, he needs that little extra speed to get out of the traffic lane. The ramps will help with safety at his location.

Close of public discussion.

The rolled curbs are not a good option for homeowners and they are no longer allowed in town. Council does feel that home owners should be allowed to enter their driveways without the issue of the rolled curb but they are concerned about the possible flood issues. Staff would like to issue permits in order to keep an eye on the storms and be able to contact the owners easily to remove them in the event of a major storm. If staff is aware of the amount and location of the ramps we would be able to watch to ensure the drainage hole is cleared and revoke the permit for that specific property owner if they are not taken care of.

Bruce Dingle made a motion directing staff to bring back options to amend Central Point Municipal Code in regards to these temporary structures in the public right-of-way. Kay Harrison seconded. Roll call: Allen Broderick, yes; Bruce Dingle, yes; Kelly Geiger, yes; Carol Fischer, yes; Kay Harrison, yes; Hank Williams, yes; and Ellie George, yes. Motion approved.

B. Contract Approval for Stormwater Master Plan

Mr. Samitore stated that the city requested statements of qualifications from interested firms regarding the development of the Central Point Stormwater Master Plan. Four firms submitted statements of qualifications. After scoring and reviewing the qualifications staff started verbal negotiations with Brown & Caldwell. A mutually agreed upon scope of work, budget and schedule has been established and is included in the Professional Services Agreement presented tonight. The contract will not exceed \$118,802 to complete the master plan for adoption in May, 2013. The plan will include an evaluation of the existing system to identify deficiencies, prioritize corrective actions, as well as address State and

Federal environmental requirements. There was discussion regarding the scope of work and that the final contract came in under the projected \$125,000.

Ellie George made a motion to approve the contract with Brown & Caldwell to develop the Central Point Stormwater Master Plan. Carol Fischer seconded. Roll call: Allen Broderick, yes, Bruce Dingler, yes; Kelly Geiger, yes; Carol Fischer, yes; Kay Harrison, yes; Hank Williams, yes; and Ellie George, yes. Motion approved.

C. Planning Commission Report

Community Development Director Tom Humphrey presented the Planning Commission Report for September 4, 2012:

- The Planning Commission continued to discuss the East Side TOD Master Plan Residential Density Options. The analysis is more practical now that RPS is proceeding to the State for acknowledgement. After comparing the TOD zoning densities with the City's traditional zoning densities, the Commission directed staff to proceed with a plan that would increase densities consistent with the Regional Plan but without exceeding trip generation targets that are in the City's Transportation Systems Plan (TSP).
- The Planning Commission was given a copy of the Pine Street Technical Memorandum to review and obtain their informal recommendation. After consideration the Commission favored Alternative B which recommends narrowing the existing four lanes in order to widen and landscape the sidewalks. A public open house and another meeting of the Project Oversight Committee is planned. Staff is hoping to get one plan in place until the funds are available to make the recommended changes.
- There is no Planning Commission meeting in October, but there will be a Citizens Advisory Committee meeting during the month to review the Pine Street options.

There was discussion regarding the Pine Street options and the decisions made by the original Adhoc Committee. Mr. Humphrey stated that staff is trying to get as much public input as possible before coming to a final decision on the issue. He would like to bring several opinions to the Council so they can make the best decision for the downtown area.

VIII. MAYOR'S REPORT

Mayor Williams reported that:

- He attended the Grand Opening of the new Goodwill location in Mountain View Plaza.
- Attended the Teen Suicide Awareness event at the Expo.
- Attended a couple of Medford Water Commission meetings.
- He had dinner with the people from Ridgefield, where Mr. Messina will be taking employment.
- He has purchased a table at the Mayor's United Dinner Event on September 22. He is hoping that some of the Council Members would like to attend.

IX. CITY MANAGER'S REPORT

City Manager Phil Messina reported that:

- He provided his letter of resignation on Monday, September 10, 2012. He will be taking the City Manager position for the City of Ridgefield, Washington.
- The September 27th Council meeting will need all available members to attend. Mayor Williams, Council Member Harrison and himself will be attending the League of Oregon Cities Conference in Salem.
- There will be a Study Session on Monday night to review the City Goals for 2012.
- There will be an Executive Session tonight under ORS 192.660(2)(d).

X. COUNCIL REPORTS

Council Member Kay Harrison reported that:

- She attended the Goodwill Grand Opening
- She attended the RVCOG Executive Committee where they are finishing up on their review process.
- She attended a Ashland City Council meeting where they were discussing GMO seeds and would like to see Central Point take a similar stand on this issue.

Council Member Carol Fischer stated that she attended the Teen Suicide Awareness event, the Multicultural Committee meeting and the Goodwill Grand Opening.

Council Member Ellie George reported that she attended the Goodwill Grand Opening and would like to have a conversation regarding the Cemetery issue. Mr. Clayton stated that they will be discussing that issue on Monday at the Study Session.

XI. DEPARTMENT REPORTS

City Attorney Paul Nottle stated that he will also be attending the League of Oregon City Conference on September 27th.

Community Development Director Tom Humphrey reported that he is in preparation for the next round of Boot Camp candidates. There is rumor that the Post Office has been sold but we have not received confirmation on that yet. He will inform the Council if we get confirmation.

Human Resource Director Barb Robson reported that she just returned from a Human Resource Conference in Nashville, CCIS has awarded the City with a Safety Award to be presented at the LOC Conference.

Chief Allison invited the Council to their Open House this weekend in the Police Department. She hopes to make this an annual event to introduce the citizens to the Police Department.

Parks and Public Works Director Matt Samitore reported that they finished the Bear Creek Waterline. They have had a request from the greenway committee regarding funds. He will be meeting with them in the near future to get more information.

Assistant City Manager Chris Clayton reported that he will be discussing the latest regarding the Cemetery on Monday night at the Study Session. He has finalized the draft questions for the 2012 survey. One of the questions will be in regards to the cemetery.

XII. EXECUTIVE SESSION

Kay Harrison made a motion to adjourn into Executive Session under ORS 192.660 (2)(d) Labor Negotiations. Carol Fischer seconded. All said "aye" and the meeting was adjourned into executive session at 8:58 p.m.

The Council returned to regular session at 9:10 p.m.

Bruce Dingler made a motion to approve Resolution No. 1343, Ratifying the General Service Collective Bargaining Agreement and Authorizing the Mayor and City Manager to Sign the Agreements. Carol Fischer seconded. Roll call: Allen Broderick, yes, Bruce Dingler, yes; Kelly Geiger, yes; Carol Fischer, yes; Kay Harrison, yes; Hank Williams, yes; and Ellie George, yes. Motion approved.

XIII. ADJOURNMENT

Bruce Dingler moved to adjourn, Ellie George seconded, all said "aye" and the Council Meeting was adjourned at 9:12 p.m.

The foregoing minutes of the September 13, 2012, Council meeting were approved by the City Council at its meeting of September 27, 2012.

Dated:

Mayor Hank Williams

ATTEST:

City Recorder

**STORMWATER FEE CREDIT
CODE REVISIONS**



September 17, 2012

TO: Honorable Mayor and City Council

FROM: Matt Samitore, Parks & Public Works Director

RE: Request from School District No. 6 for language to be added for storm utility rate discount

SUMMARY:

In 2008 the City implemented a storm utility fee to stabilize storm drain maintenance and capital improvement needs associated with the seven streams that flow through the city as well as the relatively old storm drain and culvert system. The ordinance allows for discounts to property owners who have designed their buildings and parking lots where water is held during flood events and/or directed back into the ground before going into the city storm drain system. These types of structures are typically referred to as bio-filtration or self-contained storm drain systems.

One of the early drafts of the storm utility fee had some provisions within it for discounts to the school district if they were unable to meet one of the design discounts. The wording was based upon curriculum taught at the school to inform their student body about clean water and water conservation. If taught from an elementary through high school level the schools would receive up to a 25% discount.

The School District is requesting language be added so that the curriculum they teach is eligible for a discount. Unfortunately, even though several of the parking lots and buildings are relatively young they did not plan for any bio-filtration when they are designed so the only way for the district to receive a discount is by either the proposed language or by retrofitting their existing schools. Currently the school district pays the following per month:

\$341.90 Central Point Elementary
\$265.85 Mae Richardson Elementary
\$712.40 Jewett Elementary
\$1,194.70 Crater High School
\$557.05 Scenic Middle School
\$325.00 Upton Ball Fields

\$3,396.90 Monthly
\$40,762.80 Yearly

The City has obtained language from two jurisdictions in the Puget Sound area who do have utility discounts for schools. If it were to be enacted staff prefers the language from Kitsap County.

RECOMMENDATION:

City Staff brings back wording amending section 11.16 that will allow for a storm utility discount for the teaching of curriculum associated with water quality within School District No. 6.

From City of Mill Creek...

8.12.070 Rate adjustments and appeals.

A. Any person receiving a rate charge billing statement under this chapter may file a "request for rate charge adjustment" (hereinafter "adjustment request") with the director within 30 days of the date of the billing statement. Submittal of an adjustment request shall be made on forms provided by the director and shall not extend the period of payment for the rate charge.

B. Upon timely receipt of an adjustment request, the director may grant or approve a rate adjustment only in accordance with this chapter and only upon a finding that one or more of the following conditions exist:

5. The parcel is owned or leased by a public school district or private nonprofit school facility that provides activities that directly benefit the program ("qualifying activities"). Qualifying activities may include, for example, curriculum specific to the issues and problems of surface and stormwater management, and construction and/or maintenance of on-site stormwater mitigation facilities.

from Kitsap County.....

(4) Parcels owned or leased by a public school district which provides activities which directly benefit the surface and storm water management program. The activities may include: curriculum specific to the issues and problems of surface and storm water management, and student activities in the community to expose students to the efforts required to restore, monitor or enhance the surface and storm water management system. Pursuant to RCW 36.89.085, the amount of the service charge adjustment shall be determined by the director based upon the cost of the activities to the school district, but not to exceed the value of the activity to the surface and storm water management program. Determination of which activities qualify for the surface and storm water management service charge reduction will be made by the director. Reductions in surface and storm water management service charges will only be granted to school districts which provide programs that have been evaluated by the director. The service charge adjustment for the school district activity may be applied to any parcel in the service area which is owned or operated by the school district;

**MULTI-PARTY COOPERATIVE
AGREEMENT FOR BEAR CREEK
GREENWAY VOLUNTEER PROGRAM**



Parks & Public Works Department

Matt Samitore, Director

140 South 3rd Street | Central Point, OR 97502 | 541.664.7602 | www.centralpointoregon.gov

September 17, 2012

TO: Honorable Mayor and City Council

FROM: Matt Samitore, Parks & Public Works Director

RE: Multi-Party Cooperative Agreement for Bear Creek Greenway Volunteer Program

SUMMARY:

Jackson County and the Bear Creek Joint Powers Committee have written a formal agreement for coordination of volunteers associated with the Bear Creek Greenway. The agreement formalizes what the roles are for each jurisdiction. The agreement was deemed necessary because volunteers consistently work within multiple jurisdictions and tools and other equipment are often shared between jurisdictions.

RECOMMENDATION:

Staff recommends approving of the Multi-Party Cooperative Agreement for the Bear Creek Greenway Volunteer Program.

MULTI-PARTY COOPERATIVE AGREEMENT
Bear Creek Greenway Volunteer Program

Jackson County
City of Central Point
City of Medford
City of Phoenix
City of Talent
City of Ashland

THIS AGREEMENT is made and entered into by and between JACKSON COUNTY, acting by and through its elected officials, hereinafter referred to as "County," and the CITIES OF CENTRAL POINT, MEDFORD, PHOENIX, TALENT, AND ASHLAND, hereinafter referred to as "City" or "Cities;" all herein referred to individually or collectively as "Party" or "Parties."

RECITALS

1. Bear Creek Greenway managers have long discussed developing a volunteer program and the Bear Creek Greenway Management Plan 2005-2010 identified volunteer patrols as an "essential activity."
2. The Bear Creek Greenway Joint Powers Committee (JPC) has expressed a desire to develop a program and voted to move forward with implementation of the program in February 2012.
3. This agreement shall set forth the roles and responsibilities between the County and Cities for the implementation, execution, and continuance of the Bear Creek Greenway Volunteer Program.
4. In accordance with and pursuant to the provisions of ORS Chapter 190, entitled "INTERGOVERNMENTAL COOPERATION", the County is authorized to jointly provide for the performance of a function or activity in cooperation with a "unit of local government" that includes a commission or other governmental authority in Oregon. By acceptance of this Agreement, City certifies that it meets the above criteria for eligibility for such cooperation with the County.

PARTY ROLES:

1. Parties agree to support the Volunteer Program by allowing volunteer participation in accordance with the terms of this Agreement and under the framework of the Volunteer Handbook and the Volunteer Program Overview (attached) in each party's respective jurisdiction. Parties agree to be the point of contact for concerns in their jurisdiction brought forth from volunteers.

2. Parties may bring requests for funding for the Volunteer Program before the Bear Creek Greenway Joint Powers Committee for consideration. Requests will be reviewed in accordance with the Joint Powers Committee Agreement.
3. Parties agree to provide reasonable storage for the tools and materials needed for the Volunteer Program. Parties also agree to manage volunteer check out and return of tools in accordance with the attached Bear Creek Greenway Volunteer Program handbook.
4. Parties are not obligated to provide any additional staffing or funding for the Volunteer Program. However, each party is expected to provide assistance to the volunteer coordinator in managing the needs and requests of volunteers in their respective jurisdictions.
5. County agrees to keep accurate records of volunteers and volunteer activities on behalf of the Joint Powers Committee.

LIMITATIONS OF LIABILITY

All parties agree that each party shall not be subject to claim, action, or liability arising in any manner whatsoever out of any act or omission, interruption, or cessation of services by the other party under this agreement. Each party shall not be liable or responsible for any direct, indirect special or consequential damages sustained by the other party to this agreement, including, but not limited to, delay, or interruption of business activities that may result in any manner whatsoever from any act or omission, interruption, or cessation of services.

INDEMNIFICATION

Subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 et seq., and Article XI, Section 10 of the Oregon Constitution, each Party to this agreement shall be solely responsible for its own actions and/or failure to act and shall indemnify and hold the other party harmless from any liability, cost or damage arising therefrom. Provided, however, that neither party shall be required to indemnify the others for any claim, loss or liability arising solely out of the wrongful act of the others officers, employees or agents. The provisions of this paragraph shall survive the expiration or sooner termination of this agreement.

AMENDMENT

This Agreement may not be amended, changed or modified in any way, except by written Agreement signed by all Parties hereto.

TERMINATION

This Agreement shall be of perpetual duration unless any Party gives written notice to each other Party of its election to withdraw at least sixty (60) days prior to the termination of Party responsibilities as described above.

DISPUTE

In the event of a dispute relating to this Agreement, the parties shall first attempt to resolve the dispute through mediation. The parties will share the administrative costs of the mediation and the mediator's fees equally. Mediation fees shall be limited to those customarily charged in Jackson County, Oregon by state court appointed mediators. The parties will attempt to jointly select a mediator within ten (10) days of a party giving notice to the other party of its desire to undertake mediation. In the event the parties cannot agree to a mediator within such ten (10) day period, then within five (5) days thereafter, each shall select a mediator, and the two selected mediators will designate a third mediator who will then mediate the dispute. The first two mediators may charge the choosing party for its services to select the third mediator. In the event mediation fails to resolve the dispute, a party may commence legal proceedings, and in such case each party shall be responsible for its own costs and attorneys' fees incurred in connection with such proceedings.

TERM OF AGREEMENT

The term of this Agreement shall become effective upon the date which this Agreement is fully executed by all Parties and shall continue in full force until amended or terminated as provided herein.

THIS AGREEMENT CONTAINS THE ENTIRE AGREEMENT BETWEEN THE PARTIES HERETO AND SUPERSEDES ANY AND ALL PRIOR EXPRESS AND/OR IMPLIED STATEMENTS, NEGOTIATIONS AND/OR AGREEMENTS BETWEEN THE PARTIES, EITHER ORAL OR WRITTEN, AND MAY NOT BE AMENDED, CHANGED OR MODIFIED IN ANY WAY, EXCEPT BY WRITTEN AGREEMENT SIGNED BY ALL PARTIES HERETO.

County

Name _____

Signature _____

Title _____

Date _____

City of Central Point

Name _____

Signature _____

Title _____

Date _____

City of Medford

Name _____

Signature _____

Title _____

Date _____

City of Talent

Name _____

Signature _____

Title _____

Date _____

City of Phoenix

Name _____

Signature _____

Title _____

Date _____

City of Ashland

Name _____

Signature _____

Title _____

Date _____